

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: City of Sanford/Seminole County Joint Planning Agreement

DEPARTMENT: Planning and Development

DIVISION: Administration - Planning and Development

AUTHORIZED BY: Dori DeBord

CONTACT: Dori DeBord

EXT: 7397

MOTION/RECOMMENDATION:

1. Approve the Joint Planning Agreement with the City of Sanford and authorize the Chairman to execute the Agreement;
2. Deny the Joint Planning Agreement with the City of Sanford; or
3. Continue this item to a date and time certain

District 5 Brenda Carey

Dori DeBord

BACKGROUND:

Since 2001, staff for both Seminole County and the City of Sanford have been working on a Joint Planning Agreement (JPA) addressing several important issues that affect both jurisdictions. These issues include intergovernmental processes for future land use amendments and miscellaneous land development regulations that affect both parties, annexation policies of enclaves within the City limits and property within the County boundaries, the establishment of the rural boundary area within the City, and the establishment of the Celery Avenue Corridor by both parties within the respective land development regulations and roadway maintenance.

The Agreement is valid for five years with the option of a five year renewal period, similar to the last Joint Planning Agreement with Sanford which was approved in 1991 and was extended until 2001.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the Joint Planning Agreement with the City of Sanford and authorize the Chairman to execute the Agreement.

ATTACHMENTS:

1. Seminole County/City of Sanford Joint Planning Agreement
2. Exhibit A - Joint Planning Area Map
3. Exhibit B - Future Land Use Equivalency Chart
4. Exhibit C - Recommendation for Future Comprehensive Plan Amendments

5. Exhibit D - Enclave Identification Map
6. Exhibit E - Celery Avenue Corridor Overlay Zoning District

Additionally Reviewed By:

☒ County Attorney Review (Kathleen Furey-Tran, Melissa Clarke)

SEMINOLE COUNTY/CITY OF SANFORD
JOINT PLANNING AGREEMENT

THIS JOINT PLANNING AGREEMENT is made and entered into this _____ day of _____, 2009, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY", and the CITY OF SANFORD, a Florida municipal corporation whose address is Post Office Box 1788, Sanford, Florida 32772-1788, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, it is beneficial to the public for local governments to work together in a spirit of harmony and cooperation; and

WHEREAS, the CITY and the COUNTY have previously entered into Interlocal Agreements; and

WHEREAS, the Board of County Commissioners and the Sanford City Commission have executed joint resolutions that expressed their consensus agreement as to urban planning, transportation impact fees, first response fire service, future annexation limits for the CITY, and water and wastewater service area boundaries for the COUNTY and the CITY in the Sanford/Seminole County Joint Planning Area (hereinafter referred to as the Joint Planning Area); and

WHEREAS, the Joint Planning Area and future annexation boundaries should be specifically defined; and

WHEREAS, in 1991 Seminole County and the City of Sanford had a Joint Planning Agreement that has expired; and

WHEREAS, the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act (Part II, Chapter 163, Florida Statutes) and the Rules of the Florida Department of Community Affairs (in particular Rule 9J-5.015, Florida Administrative Code) provide for intergovernmental coordination in the comprehensive planning process; and

WHEREAS, the provisions of this Agreement are consistent with the State Comprehensive Plan (Chapter 187, Florida

Statutes), the Regional Policy Plan adopted by the East Central Florida Regional Planning Council and the comprehensive plans of the CITY and the COUNTY; and

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the citizens of the COUNTY and the CITY that this Interlocal Agreement also be entered into; and

WHEREAS, the COUNTY and the CITY have reviewed their respective future land use designations and land development regulations for consistency with one another's comprehensive plans; and

WHEREAS, the COUNTY and the CITY have adopted comprehensive plans, pursuant to Part II, Chapter 163, Florida Statutes, which contain goals, policies and objectives that call for the creation of interlocal agreements which deal with annexations, services delivery, joint land use planning, and conflict resolution, among other things; and

WHEREAS, the parties recognize that joint planning for the growth and development of their respective jurisdictions with regard to all matters of common impact and interest is consistent with State law and serves the public interest; and

WHEREAS, the COUNTY and the CITY desire to protect the health, safety and welfare of the citizens of their respective jurisdictions; and

WHEREAS, land use matters which are the subject of this Agreement include, but are not limited to, annexations, comprehensive plan amendments, public service facility expansions and contractions, school site land acquisitions and proposed school construction and/or expansion on said sites, and all other land use actions of whatsoever type or nature which may affect or impact the parties to this Agreement; and

WHEREAS, the COUNTY and the CITY agree that joint planning agreements addressing multi-jurisdictional land use issues and provision of public services and facilities, are a sound planning goal that serve to further intergovernmental coordination and that additional agreements between the parties are highly desirable; and

WHEREAS, Chapter 171, Florida Statutes, provides for the lawful means whereby municipal corporations may expand by annexation or contract their municipal boundaries; and

WHEREAS, the Joint Planning Area and future annexation transition boundaries should be specifically defined; and

WHEREAS, the COUNTY and the CITY do not desire, and believe that it would not be in the best interests of the citizens of Seminole County, to allow for conflicts to become manifest or develop pertaining to the expansion and construction of the CITY's jurisdictional boundaries; and

WHEREAS, the parties have the lawful right and power to enter into this Agreement,

NOW, THEREFORE, in consideration of the premises, mutual covenants, and agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties do hereby covenant and agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

SECTION 2. PURPOSE, INTENT AND JOINT PLANNING AREA.

(a) The purpose of this Agreement is as follows:

(1) Adopt standards and procedures to insure that coordinated and cooperative comprehensive planning activities are taken to guide urban expansion in the CITY and the COUNTY.

(2) Protect the general rural character of the Rural Areas of Seminole County as depicted in the Seminole County Comprehensive Plan and this Agreement, as it may be amended, by establishing limits for and conditions relating to future annexations by the CITY.

(3) Provide each party with a level of confidence that their respective planning efforts will be implemented in a harmonious manner and that the planning efforts of a party will not detract from the planning efforts of the other party.

(4) Promote continued intergovernmental coordination and cooperation between the COUNTY and the CITY.

(5) Provide for constructive collaboration during the course of each jurisdiction making land use and annexation or contraction decisions.

(b) The purpose of the following provisions is to provide the guidance as to how property will be developed in the Joint Planning Area, ensure that CITY and COUNTY land use plans will be implemented, and to provide formal conflict resolution procedures to amicably resolve disputes.

(c) The policies and procedures set forth herein shall apply only in the Joint Planning Area. For the purposes of this Agreement, the "Joint Planning Area" means the area reflected in Exhibit "A" to this Agreement which is incorporated as if fully set forth herein.

SECTION 3. COMPREHENSIVE PLANNING, FUTURE LAND USES AND DEVELOPMENT APPROVALS.

(a) *Findings.* The COUNTY and the CITY have reviewed their respective future land use designations and land development regulations for consistency between their jurisdictions. It has been determined that many of their respective future land use designations and land use regulations are equivalent and of similar nature.

(b) *Future Land Use Equivalency.* The "Future Land Use Equivalency Chart", labeled Exhibit "B" and incorporated herein, describes equivalent future land use designations in the CITY and COUNTY comprehensive plans. These designations have been deemed equivalent due to their similar intensities and densities of allowable development. Both the COUNTY and the CITY shall ensure that all of their respective land use amendments and rezonings are consistent with the other jurisdiction's zoning and future land use designations for the subject property as described in Exhibit "B", except to the extent set forth in Section 3(c). The COUNTY shall not oppose land development orders of the CITY if such actions are compliant with applicable law and all COUNTY zoning and land use designations as described in Exhibit "B". The CITY shall not oppose any land development orders of the COUNTY if such orders are compliant with applicable law and all CITY zoning and land use designations as described in Exhibit "B". The Future Land Use Equivalency Chart may be amended from time to time as agreed upon by both parties and each such proposed amendment shall include, an assessment and evaluation of all required planning elements including, but not limited to:

(1) Public services and facilities (e.g., water, drainage, sewer, roads, public safety, law enforcement, schools, library services, etc.).

(2) The identification and evaluation of current supply of vacant land already designated for the proposed land use category.

(3) Fiscal impacts related to the cost of and payment for urbanization.

(4) Rural/Urban transition controls.

(5) Designation and protection of parks, conservation areas, open space, flood prone and

environmentally sensitive areas within the "Joint Planning Area".

(c) *Recommendations For Future Comprehensive Plan Amendments.* The purpose of developing jointly acceptable long range land use recommendations is to provide consistent guiding principles from which land use plan amendments can be reviewed. The "Recommendation For Future Comprehensive Plan Amendments" labeled Exhibit "C" and incorporated herein by reference, sets forth future land use designations that may be assigned to the described property. These proposed land use designations have not yet undergone extensive public review and may require services and facilities beyond those allotted in the COUNTY's or CITY's respective Comprehensive Plans' Capital Improvement Elements.

Parcels of land in the CITY proposed to be developed in a manner consistent with the recommendations contained in Exhibit "C" and applicable law will not be opposed by the COUNTY. However, such proposed development must undergo joint review of the CITY and COUNTY regarding facilities and services to ensure that adopted levels of service are maintained.

Parcels of land in the unincorporated COUNTY proposed to be developed in a manner consistent with the recommendations contained in Exhibit "C" and applicable law will not be opposed by the CITY. However, such proposed development must undergo joint review of the CITY and COUNTY regarding facilities and services to ensure that adopted levels of service are maintained.

(d) *Recognition of Rural Area in Comprehensive Plans.* In 2004, Seminole County voters approved a County referendum that established a Rural Area and a Rural Boundary in the Home Rule Charter through a map and a legal description. The Charter Amendment also required the COUNTY to add the map and legal description to the Seminole County Comprehensive Plan, which the COUNTY added to the FLU Exhibits as the "Rural Boundary Map" and "Legal Description for Rural Area". The Charter Amendment provided direction that, for the legally described Rural Area as shown in the "Rural Boundary Map", the Future Land Use designations contained in the Seminole County Comprehensive Plan shall control the density and intensity of development. Additionally, the Board of County Commissioners must approve all changes to the Future Land Use designations regardless of whether any lands in the Rural Area are located within a municipality. In concert with this electorate decision, the CITY will also process a Comprehensive Plan Amendment in the next amendment cycle following execution of this agreement, to add the Rural Boundary Map and accompanying Legal Description to the Sanford Comprehensive Plan.

(e) *Joint Review of Plan Amendments.* During the development and drafting phases of the respective comprehensive plans or plan amendments of the CITY or the COUNTY, CITY and COUNTY staff shall transmit all of their respective draft planning documents to the other jurisdiction as part of the public participation processes and intergovernmental coordination mechanisms within twenty-one days prior to the first public hearing.

(f) *Special Area Studies.* The CITY and COUNTY recognize there are certain areas within the Joint Planning Area that have particular development patterns and/or community needs. Further evaluation of these patterns and/or community needs may benefit the citizens of Seminole County. The CITY and COUNTY may jointly study and provide standards that address such needs from time to time. Areas that may be candidates for special area studies include but are not limited to: Midway, Sanford Avenue Corridor, Silver Lake/Ohio Avenue, Lake Mary Boulevard (south side), the Rand Yard Road area, and areas surrounding the Airport.

SECTION 4. ANNEXATION AND LAND USE JURISDICTION.

(a) *Land Use and Zoning Designation For Parcels Annexed Into the CITY.* Upon annexation of COUNTY lands into the CITY, the COUNTY will not object to CITY rezoning, development orders or plat approvals as long as such actions are taken in accordance with the terms of this Agreement and applicable law. The CITY shall amend its comprehensive plan to include annexed lands during its first plan amendment cycle following such annexation.

(b) *Land Use and Zoning Designation For Parcels De-annexed From the CITY.* Upon de-annexation or contraction of CITY property into the COUNTY, the COUNTY shall apply a COUNTY zoning district in accordance with this Agreement. The COUNTY shall amend its comprehensive plan to include de-annexed lands during its first plan amendment cycle immediately following such de-annexation or by initiating a comprehensive plan amendment.

(c) *Annexation Criteria and Restrictions.* The COUNTY agrees not to oppose the annexation of any parcel within the Joint Planning Area that is undertaken in compliance with applicable state and federal laws. Further, the COUNTY recognizes that there currently exist large enclaves of unincorporated COUNTY lands surrounded by the CITY and that it is in the interest of both the CITY and the COUNTY that such enclaves be eliminated. As such, the COUNTY will not object to the creation of smaller enclaves caused by CITY annexation of certain properties within these larger enclaves, as long as the

annexation otherwise complies with State law. The parties further agree that neither the COUNTY nor the CITY will permit development at any density greater than one dwelling unit per acre in an area identified as number "5" in Exhibit "C".

(d) *Interlocal Agreement to Annex Enclaves Ten Acres or Less in Size.* The parties shall avoid the creation of enclaves and halt any serpentine annexations in the "Joint Planning Area," except to the extent that creation of smaller enclaves within existing enclaves is necessary to reduce the size of said existing enclaves. The parties agree that enclaves less than 10 acres in size may be automatically annexed upon property owner consent or transfer of fee ownership pursuant to F.S. 171.046(2) (a), which provides that such enclaves may be annexed through an interlocal agreement between a County and a municipality. Pursuant to F.S. 171.046, this annexation process is not available for property that is unimproved or undeveloped. Properties eligible for this provision are identified on the map in Exhibit "D".

SECTION 5. DEVELOPMENT ALONG CELERY AVENUE. Property located adjacent to Celery Avenue shall be developed at densities no greater than those specified in Sections 1 and 2 of Exhibit "C". Central water and sewer lines shall be installed prior to any new development along Celery Avenue.

The CITY and COUNTY agree to adopt, by ordinance, into their respective land development regulations the *Celery Avenue Corridor Overlay Zoning District* regulations for the purpose of providing area-specific land use and development regulations to protect the rural character, natural beauty, property values and quality of life in the Celery Avenue area. A model ordinance of the *Celery Avenue Corridor Overlay Zoning District* regulations is attached as Exhibit "E".

The CITY shall accept road maintenance and improvement jurisdiction over the length of Celery Avenue right-of-way, and West 13th Street from US 17/92 to Sanford Avenue, for the entire width of the right-of-way, where any properties abutting Celery Avenue on either the north or south side of the right-of-way have: (1) previously been annexed into the CITY prior to the effective date of this Agreement, and (2) are annexed following the effective date of this Agreement. The CITY will maintain the roadway at the current level of service operation and surface condition, providing customary maintenance and improvements as needed. The COUNTY agrees to contribute to the cost, in the amount of two hundred fifty thousand dollars (\$250,000), of reconstructing/resurfacing 13th Street from US

17/92 to Sanford Avenue, and to complete the resurfacing of Celery Avenue from Mellonville Avenue to SR-415 by October 1, 2010. Resurfacing will include base reconstruction as determined by a pavement condition analysis to be completed in FY 09/10 by Seminole County. Upon completion of the paving of Celery Avenue and payment of the \$250,000 13th Street contribution to the City, the CITY and COUNTY shall enter into an interlocal agreement, in accordance with Florida Statutes, for the purpose of transferring maintenance responsibility for Celery Avenue from the COUNTY to the CITY.

SECTION 6. COORDINATION OF MISCELLANEOUS LAND DEVELOPMENT REGULATIONS.

(a) *Uniform Right-of-Way and Road Standards.* The CITY and the COUNTY agree to establish consistent road and right-of-way development standards and requirements for all cross-jurisdictional roadways.

(b) *Roadway Jurisdiction and Transfer.* The CITY and COUNTY agree to develop an objective system of evaluating and determining when a roadway should be transferred to the CITY for maintenance and improvement.

(c) *Land Development Code Updates.* Each jurisdiction shall provide the other jurisdiction with a timely opportunity to review and provide formal comments relating to all land development regulation updates or revisions proposed in their jurisdiction by providing the other jurisdiction with written notification of the pending update or revision at least two (2) weeks prior to any official action on the matter. Land Development Code updates relating to the Higher Intensity Planned Development District in the Interstate Highway 4/State Road 46 area will undergo joint review and shall be incorporated into both CITY and COUNTY land development codes in order to more effectively manage development of this higher intensity area.

(d) *Review of Development Proposals for Transportation Impacts.* Each jurisdiction shall provide the other jurisdiction with a timely opportunity to review and comment upon planned development project rezonings, proposed subdivisions and site plans located adjacent to the other's jurisdiction by providing all related documentation to the other jurisdiction at least two (2) weeks (ten business days) before the item is considered by a recommending or decision-making body.

SECTION 7. CONFLICT RESOLUTION.

(a) *Intergovernmental Conflict Resolution.* In the event that disagreements or conflicts arise between the parties

relating to the terms and provisions of this Agreement, the resolution procedures of the Intergovernmental Planning Coordinating Agreement of 1997 will be followed and shall control as to any disputes between the parties.

(b) *Chapter 164, Florida Statutes.* Nothing in this Agreement shall be deemed in any way to waive any rights deriving to a party under the provisions of Chapter 164, Florida Statutes, or its successor provision.

(c) *Time of Actions.* The parties agree, to the extent practicable, to time their actions to maximize intergovernmental coordination, communication and cooperation.

(d) *Joint Review.* "Joint Review" as used in this Agreement shall mean that the Planning Directors of each jurisdiction, or their duly appointed agents, shall review and discuss the proposed land development action. Should the joint review not result in an agreement between the jurisdictions, the matter shall be taken through the formal conflict resolution procedures described in this section.

SECTION 8. CONFLICT OF INTEREST. The parties agree that they will not take any action that creates or carries a conflict of interest under the provisions of Part III, Chapter 112, Florida Statutes.

SECTION 9. AGREEMENT AMENDMENTS. This Agreement may be amended and updated from time to time in order to keep pace with an ever-changing environment and community vision. Such amendments require execution by both governing bodies of the CITY and COUNTY prior to the Agreement being effectively amended.

SECTION 10. TERM. This Agreement supersedes and supplants any prior existing Agreements between the CITY and COUNTY regarding land development practices. This Agreement shall be in effect for a five (5) year period beginning the date, which it is fully executed by both parties. This Agreement shall be automatically renewed for a subsequent five (5) year period unless one (1) of the parties thereto gives the other ninety (90) days advance notice, in writing, of intention to not renew the Agreement.

SECTION 11. NOTICE. Contact persons for this Agreement shall be the City Manager and the County Manager.

City Manager
City of Sanford
Post Office Box 1788
Sanford, Florida 32772-1788

Seminole County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

SECTION 12. STANDING. The Parties do not intend for this agreement to benefit any third parties and thereby create standing where none now exists.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day, month and year above written.

ATTEST:

CITY OF SANFORD

Janet R. Dougherty, Clerk
City of Sanford, Florida

By: _____
Linda Kuhn, Mayor

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Maryanne Morse, Clerk to
The Board of County
Commissioners of Seminole
COUNTY, FLORIDA.

By: _____
Bob Dallari, Chairman

Date: _____

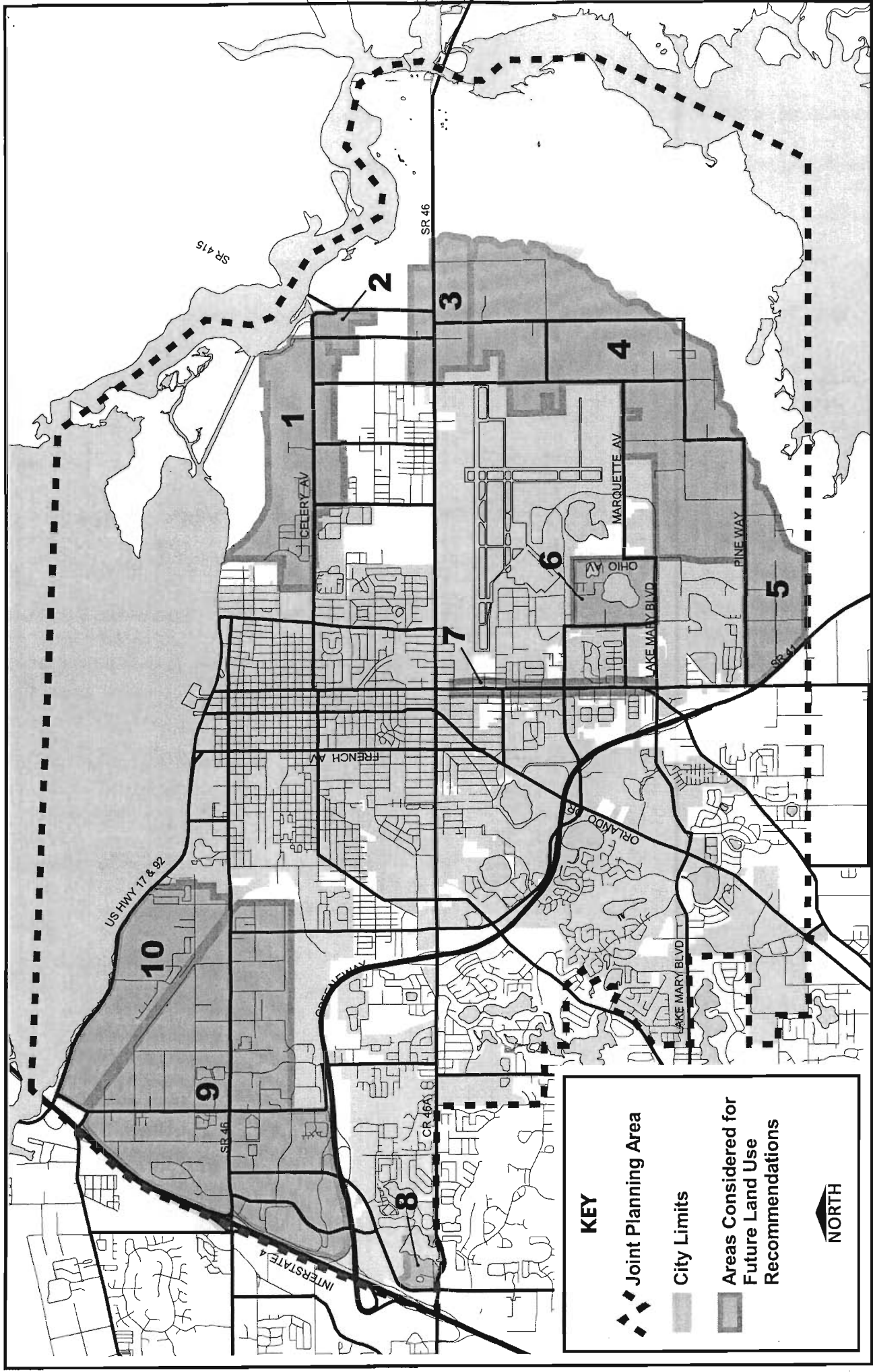
For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County
Commissioners at their regular
Meeting of _____,
2009.

Approved as to form and
legal sufficiency.

County Attorney

EXHIBIT "A"



J:\ARCVIEW\DATA\Plan\Joint plan area2006.apr

Seminole County / City of Sanford Joint Planning Area Recommendations for Future Comprehensive Plan Amendments

EXHIBIT “B” - FUTURE LAND USE EQUIVALENCY CHART

Future Land Use	City Land Use	City Zoning	County Land Use	County Zoning
Low Density Residential - Single Family	LDR - SF 6 DU/Acre	SR-1AA; SR-1A; SR-1; PD; AG	LDR 1-4 DU/Acre	A-1, AC, RC-1, R-1, R1-A, R1-AA, R1-AAA, R1-AAAA, PLI, PUD
Medium Density Residential	MDR-10 10 DU/Acre	SR-1AA; SR-1A; SR-1; MR-1; PD; AG	MDR 4-10 DU/Acre	All LDR Zonings, RM-1; RM-2; R-2; R3A; R1-B; R1-BB; RP
Medium Density Residential	MDR-15 15 DU/Acre	SR-1AA; SR-1A; SR-1; MR-1; MR-2; PD; AG	HDR High Density Residential Over 10 DU/Acre	All MDR Zonings; R-3; R-4
High Density Residential - 20 DU/Acre	HDR	SR-1AA; SR-1A; SR-1; MR-1; MR-2; MR- 3; PD; AG	HDR	All MDR Zonings; R-3; R-4
Office	ROI Residential-Office- Institutional	MR-1; MR-2; MR-3; RMOI; PD; AG	Office	OP; RP; AC; A-1; PLI; PUD
Commercial	NC-Neighborhood GC- General	RMOI; RC-1; GC-2; PD; AG	Commercial	All Office Zonings; CN; CS; C-1; C-2; PCD
Industrial	I - Industrial	RI-1; MI-2; PD; AG	Industrial	C-3; M-1A; M-1, A-1; OP; C-1; C-2; PCD; PLI; PUD; DC
Mixed Use	Waterfront Downtown Business District	All	Mixed Development	PUD, PCD, PLI. MRO, MROC, MROCI

Future Land Use	City Land Use	City Zoning	County Land Use	County Zoning
High Intensity 1-4 Planned Development	HI-I-4 High Intensity WIC - Westside Industry and Commerce	PD; AG	High Intensity Planned Development - Target Area HI P-TI	PUD; POD; PLI; TI
High Intensity Airport Planned Development	AIC - Airport Industry Commerce	PD; AG; R-I-1	High Intensity Planned Development - Airport	PUD, PCP, PLI, TI, MRO, MROC, MROCI
Public/Semi-Public	PSP	All Zones	Public/Quasi Public Recreation	PLI; AC; A-1
Conservation	RP - Resource Protection	All Zones	Conservation	AC; A-1
General Rural	SE -Suburban Estates (1 DU/Acre)	AG; PD	Suburban Estates (1 DU/Acre)	AC; A-1; PLI; RM-3

EXHIBIT C
SEMINOLE COUNTY/CITY OF SANFORD JOINT PLANNING AREA
RECOMMENDATIONS FOR FUTURE COMPREHENSIVE PLAN AMENDMENTS

1	Celery Avenue Residential	Suburban Estates	For all lands east of the line described as the eastern $\frac{3}{4}$ line of Sections 29 and 31, Township 19, Range 31 (the western boundary line of the University of Florida Agricultural Experimental Station) density shall not exceed two and a half (2.5) dwelling units per net buildable acre. For all lands west of said line, density shall not exceed four (4) dwelling units per net buildable acre. Any proposed development within the Midway Basin that exceeds one (1) dwelling unit/net buildable acre must connect to sewer and water services. Development on the north and south sides of Celery Avenue shall be subject to the Celery Avenue Overlay standards adopted by both the City and County.
2	Celery Avenue/ SR 415 Mixed Used	Industrial/Suburban Estates/Conservation	Mixed Development (multifamily, commercial, light industrial) for those parcels located 632 feet south of Celery Avenue and west of Cameron Avenue; those parcels located south of Celery Avenue and 657 feet north of Hughey Street that abut Cameron Avenue on the east; and those parcels south of Celery Avenue that abut the west side of SR 415, north of Hughey Street. All development will be required to connect to central water and sewer services. Density shall be as established in the Seminole County Comprehensive Plan, Vision 2020 and in no event shall such density be more than four (4) dwelling units per net buildable acre.

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
3	Intersection of SR 46/CR 415	Commercial/Industrial/ Suburban Estates	Provide for a commercial node to serve the eastern portion of the City. Any proposed development within the Midway Basin that exceeds one dwelling unit/net buildable acre will be required to connect to water and sewer services.
4	South & East Side of Airport	Suburban Estates/ Conservation/HIP- Airport	<p>Establish Ohio Avenue as the line separating low density residential uses to the west and airport-related uses to the east. Lands designated as industrial west of Ohio Avenue shall maintain that designation.</p> <p>Future expansion of the Orlando-Sanford International Airport (OSIA) property and runways shall be focused to the east and south to minimize airport noise and development impacts to urban residential areas to the north and west. Lands annexed near or adjacent to the airport shall be assigned land use designations compatible with the Airport Master Plan and in a manner consistent with the joint planning agreement established with Seminole County.</p> <p>Residential land uses and residential zonings shall be discouraged if within three hundred (300) feet of the centerline of the OSIA's new runway system east to the conservation area adjacent to Lake Jesup.</p> <p>The City and County shall ensure that land uses surrounding the airport are compatible with noise levels generated by the airport use through the following measures:</p>

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			<p>1. All land east or south of the OS IA's new runway system shall be developed based on the part 150 Noise Exposure Maps and Compatibility Plan prepared in 2001 for the OSIA by Environmental Science Associates (ESA), as approved by the FAA and any revisions to the noise exposure maps that may occur as the result of airport development. If new residential land uses or residential zoning districts are permitted, an aviation easement and development order approval shall be required.</p> <p>2. New residential land use designations, zoning classifications and residential development for fee simple home ownership (single-family detached, duplexes, townhomes or condominiums) shall be prohibited where noise contours are greater than 60 DNL (day-night noise level). Transient, rental and multi-family residential developments shall comply with the guidelines issued by the Federal Aviation Administration (FAA) and Department of Transportation relating to airport compatible uses and will be allowed between the 60 and the 65 DNL noise contour only with an aviation easement and associated development order and shall be designed to meet the soundproofing regulations pursuant to the FAA FAR Part 150 Noise Compatible Land Use Guidelines.</p> <p>3. The following uses are compatible with the Airport: Industrial Parks; Corporate Business Parks; Commercial Developments; Office Complexes; Attendant retail; Service and Hotel Uses; Medium and high-density rental residential developments between the 60 and 65 DNL;</p>

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			<p>Agricultural uses; Public Uses;</p> <p>4. Multifamily developments shall be designed with noise reducing features such as acoustical insulation or other soundproofing.</p> <p>5. An aviation easement shall be required and included in the recorded deed of any new lot prior to the construction of a single family dwelling unit or a multifamily dwelling unit for properties located in the area depicted in Map 1-13 of the City Comprehensive Plan.</p> <p>All development must be phased concurrent with major public roadway improvements and installation of drainage, sewer and water utilities.</p> <p>The City and County shall require land use changes and/or zoning changes to ensure that existing neighborhoods in the area are converted to airport compatible uses. This transition of uses must minimize adverse impacts on the neighborhood during the conversion process.</p> <p>Seminole County and Sanford will encourage mass transit facilities in the area and jointly work toward the restoration of Lake Jesup.</p> <p>Resource Protection and Conservation lands must be protected from the adverse impacts of development with open space requirements, clustering, conservation easements, wetland buffers and transition areas.</p>

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS												
			<p>In order to minimize land use/noise conflicts, the County shall recommend that the Sanford Airport Authority purchase lands where noise contours are 65 and greater DNL consistent with the FAA Part 150 OSIA Noise and Land Use Compatibility Program approved by the Federal Aviation Administration.</p> <p>No new residential is allowed within the areas covered by a noise contour of 65 DNL and higher. New public educational facilities shall be prohibited if within three hundred (300) feet of the centerline of the OSIA's new runway system east to the conservation area adjacent to Lake Jesup.</p> <p>The HIP-Airport Area will be developed to accommodate an area wide composite land use mix as described below:</p> <table><tr><td>General Use</td><td>Min</td><td>Max</td></tr><tr><td>Medium - High Density Residential Uses</td><td>0%</td><td>0.50%*</td></tr><tr><td>Industrial Uses</td><td>50%</td><td>75.5%</td></tr><tr><td>Commercial Uses</td><td>25%</td><td>50%</td></tr></table>	General Use	Min	Max	Medium - High Density Residential Uses	0%	0.50%*	Industrial Uses	50%	75.5%	Commercial Uses	25%	50%
General Use	Min	Max													
Medium - High Density Residential Uses	0%	0.50%*													
Industrial Uses	50%	75.5%													
Commercial Uses	25%	50%													
5	South of Pine Way, north of the County border, between the CSX rail line and eastern border of the Joint Planning Area	Low Density Residential/ Suburban Estates	New development restricted to one (1) dwelling unit per acre or less.												
6	Silver Lake	Low Density	Area bounded by Ohio Street on the east; Mellonville												

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
		Residential/Suburban Estates	Avenue on the west; Onoro Street on the north and east; Lake Mary Blvd. on the south. The existing "Medium Density Residential" and "Industrial" Future Land Use designations as set forth in the Sanford or Seminole County Comprehensive Plans, as of the date of execution of this Agreement, shall be the total and sole amount of Medium Density residential and Industrial land uses allowed. Heights of multifamily buildings must be compatible with single-family units in the area. The County shall amend its Land Development Regulations to ensure that a parcel zoned for single family use is protected from adjacent multifamily developments by a setback of at least fifty (50) feet for one story buildings and at least one hundred (100) feet for buildings of two or more stories. A one story multifamily development shall also install a buffer of twenty-five (25) feet in width and a two or more story multifamily development shall install a buffer of at least fifty (50) feet in width.
7	Sanford Avenue	Medium Density Residential/Commercial	Recommend maintaining Medium Density Residential uses and Neighborhood & Commercial/Office frontage on Sanford Avenue two lots deep on a case-by-case basis. Prohibit commercial in Woodmere on east side of Sanford Avenue.
8	West of Upsala/North of CR 46A	Low Density Residential	Recommend High Density Residential adjacent to Higher Intensity Planned District area.
9	East of 1-4	Higher Intensity Planned Development	The City has amended its Comprehensive Plan to require PD zoning in this area. All lands in this area

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			<p>annexed by the City subsequent to the JPA have received land use designations of Westside Industry Commerce, one of the City's equivalent designations to HIP-TI. City and County Comprehensive Plan policies for this area are very similar. The City's densities and floor areas are slightly less intense than the County's. The County and the City established gateway corridor standards for SR 46 to ensure compatible and aesthetically pleasing development in the area. This area is developing rapidly, consistent with both the City and the County's Comprehensive Plan policies and corridor standards. The County and City, working together, have been successful in minimizing urban sprawl, providing affordable housing opportunities and targeting industrial and commercial growth this area. Both the County and the City will continue to ensure that the area is developed consistent with their mutually agreed upon standards and policies. This area should be reserved for target industry development as there is limited vacant acreage available on which target industry will site. Single-family and low or medium density residential developments are not compatible within this area.</p>
10	North of the Railroad/South of US 17-92	Suburban Estates/Low Density Residential/Industrial	<p>The City has established a new land use designation for this area, Waterfront Downtown Business District in order to provide a planning and management framework for promoting the revitalization, development and redevelopment of the Lake Monroe waterfront and the historic downtown area. All parcels between the railroad</p>

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			<p>and US 17-92 from Mellonville Ave. to 1-4 will take this designation as they are annexed into the City. The maximum intensity of nonresidential development, other than industrial, measured as a floor area ratio (FAR) is 2.0 for the areas east of French Ave., and .35 for the areas west of French Ave. These FAR's are intended to illustrate the amount of development on both specific parcels and in the district overall. The maximum density for residential development shall be 50 units per acre. The maximum FAR for industrial uses will be .5.</p> <p>The implementation of the Waterfront/Downtown Business Land Use Designation will not require amendments to the zoning map and land development regulations and all underlying zoning requirements and land development restrictions will remain in place, including those that ensure the protection of environmentally sensitive lands, wetlands, floodplains and drainage ways, aquifer recharge areas, aquatic habitats, native vegetation and wildlife habitats. All efforts should be made to protect existing single-family areas from the impacts of more intense development with added buffering and transition of building heights.</p>

Rural Boundary Map

August 10, 2004

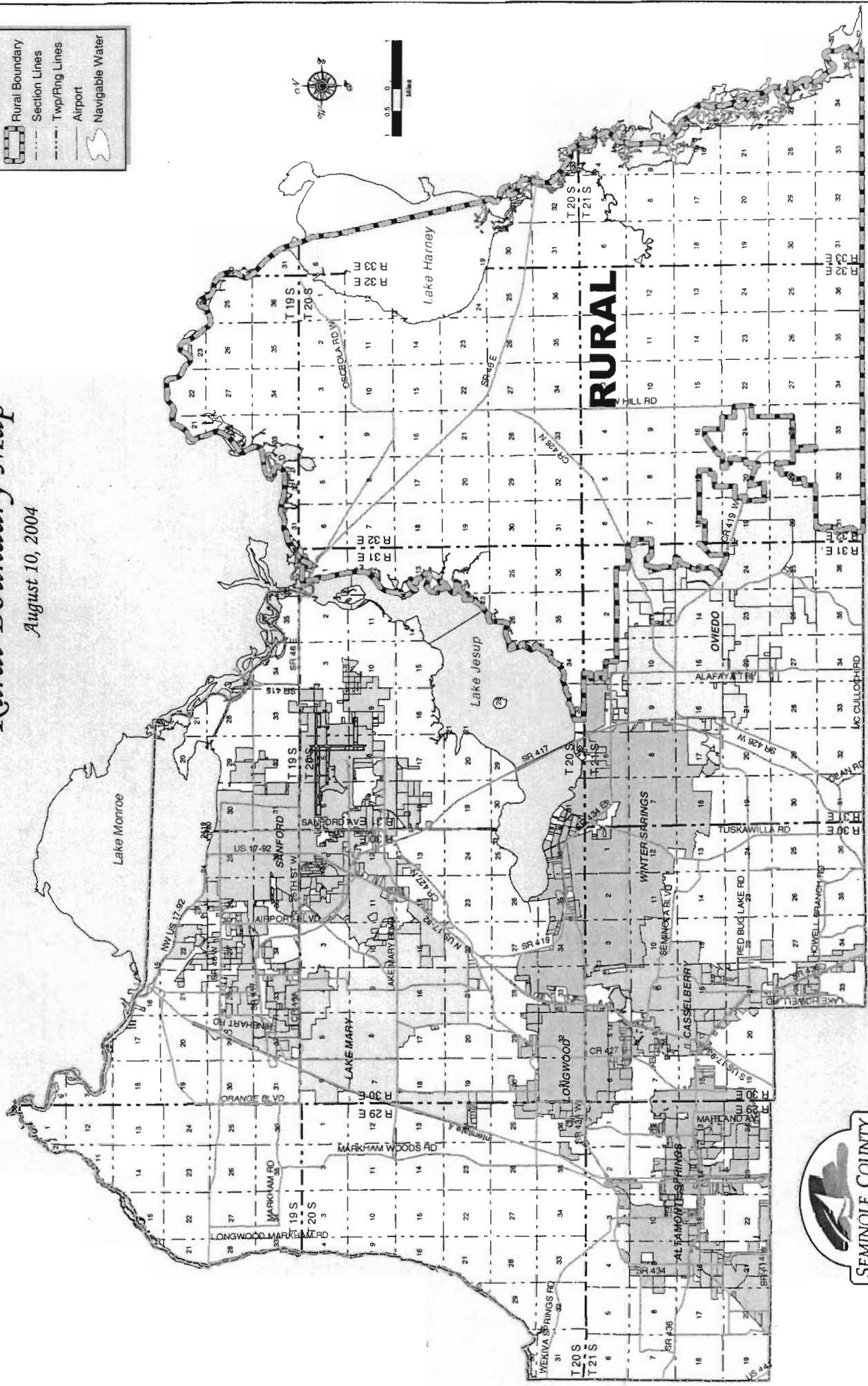
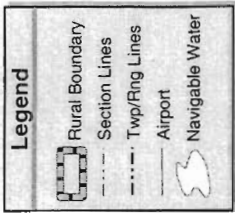
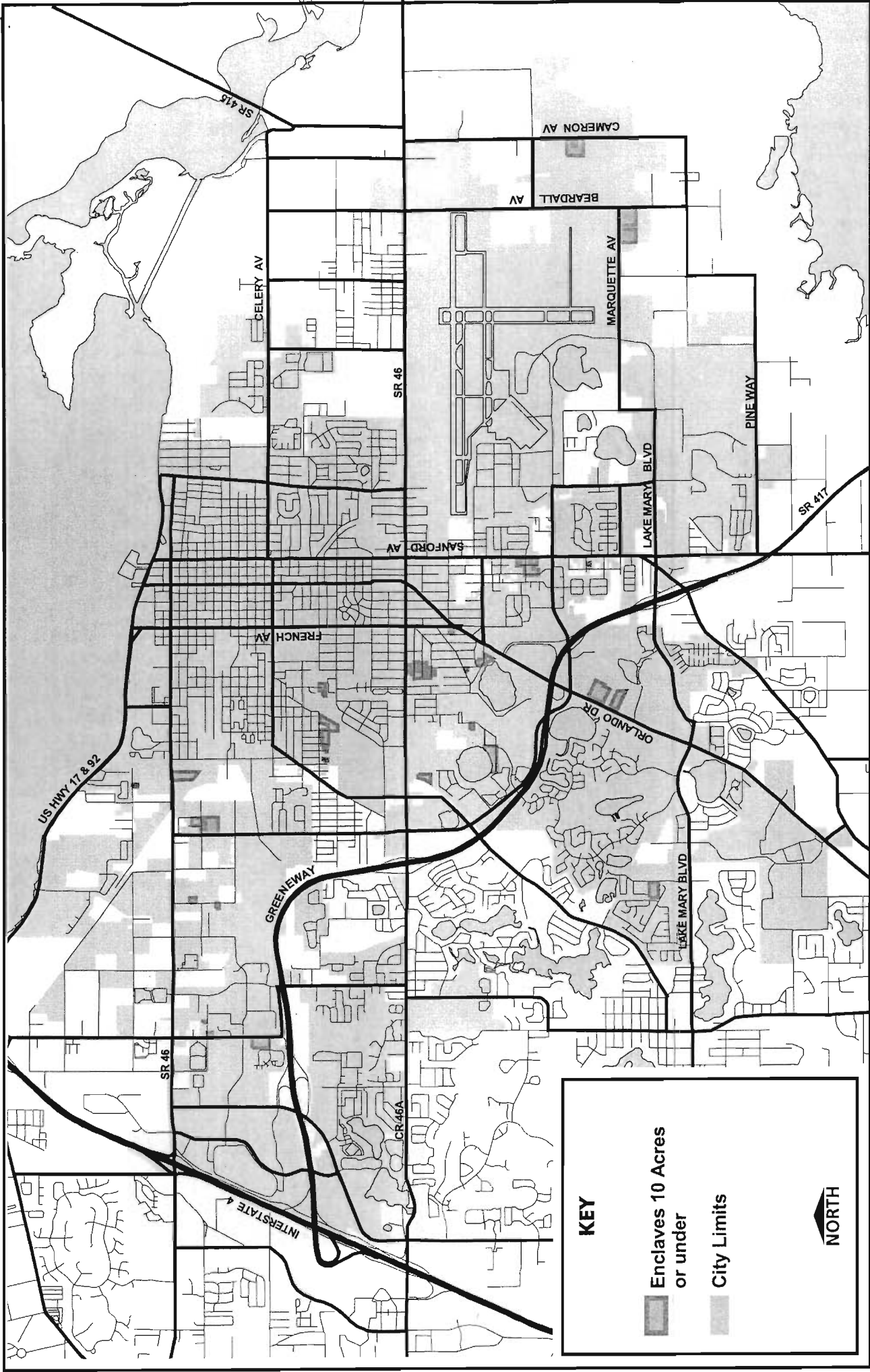


EXHIBIT "D"



KEY

- Enclaves 10 Acres or under
- City Limits



Enclaves 10 Acres and Under

EXHIBIT E
CELERY AVENUE CORRIDOR OVERLAY DISTRICT

- A. Purpose.** The purpose of these regulations is to establish uniform design standards which shall guide development within the Celery Avenue Corridor in order to:
1. Maintain Celery Avenue as a well landscaped scenic gateway to Seminole County;
 2. Preserve the natural features of the corridor;
 3. Enhance man-made and natural aesthetic features along the corridor;
 4. Prevent visual pollution caused by unplanned and uncoordinated uses, buildings and structures;
 5. Maximize traffic safety, roadway capacity and vehicular and non-vehicular circulation in the corridor;
 6. Maintain and enhance property values;
 7. Foster high-quality development; and
 8. Recognize existing uses and structures.
- B. Corridor Defined.** The Celery Avenue Corridor shall encompass all properties defined within areas 1 and 2 in Exhibits "A" and "C" of the *2009 Seminole County/City of Sanford Joint Planning Interlocal Agreement*
- C. Applicability.**
1. The provisions of this Section shall apply to all new development and redevelopment projects within the Corridor which:
 - a. Are non-residential; or
 - b. Include residential development of at least three (3) lots with a density of more than one (1) dwelling unit per net buildable acre.
 2. This Section shall not apply to agriculturally zoned lands utilized for bonafide agricultural or silvacultural purposes or for single-family dwellings and customary accessory uses, except with regard to regulations concerning setbacks and utilities.
 3. Density. Development within the Corridor shall be restricted to the density limitations set forth in the *2009 Seminole County/City of Sanford Joint Planning interlocal Agreement*.
- D. Buffers.** Development within the Corridor shall provide a twenty-five (25)

foot wide buffer adjacent to the post-development Celery Avenue right-of-way line. Said buffer shall be subject to the following conditions:

1. No stormwater retention or detention shall be located in the buffer.
2. No utilities, including but not limited to, pipes, lift stations, electrical poles, gas poles or telephone poles shall be located within the buffer. Notwithstanding the foregoing, utility services may cross through the buffer for connection to the development.
3. A six (6) foot high clay brick wall shall be required within the five (5) feet of the buffer furthest from the post-development Celery Avenue right-of-way line. The wall shall be unbroken except as needed for ingress and egress. The wall shall be staggered at approximately every seventy-five (75) feet. In the event that a wall is installed within the buffer, all landscaping required by this Section must be located on the Celery Avenue side of the wall.
4. The buffer shall be landscaped to include, at a minimum, the following for every one hundred (100) linear feet along Celery Avenue:
 - a. Two (2) canopy trees with a four (4) inch diameter measured at twelve (12) inches above grade at planting.
 - b. Four (4) understory trees with a one (1 1/2) inch diameter measured at twelve (12) inches above grade at planting.
 - c. A continuous hedge line of at least thirty (30) inches in height planted thirty (30) inches on center. The hedge may be interrupted to allow ingress and egress to the development.
5. All freestanding walls, planters and similar apparatus fronting on Celery Avenue shall be constructed on clay brick.

E. Building Setbacks. No structure, other than walls and fences, shall be erected, constructed or located within ten (10) feet of the required buffer.

F. Sidewalks and Trails on Celery Avenue.

1. All development within the Corridor, which adjoins or borders on Celery Avenue, shall include a five (5) foot wide concrete sidewalk within the buffer or the Celery Avenue right-of-way if permitted by the City Engineer. The sidewalk shall be at least four inches thick, except at vehicle crossings where it shall be at least six inches thick.
2. In lieu of constructing a sidewalk on the north side of Celery Avenue, a

developer shall have the option to contribute an amount of money equal to the cost of constructing said sidewalk to be used to supplement the cost of constructing trails along Celery Avenue. The cost shall be determined by the City Engineer based on industry rates and standards. Said funds shall be paid to the City Commission prior to the issuance of a certificated of completion or occupancy for the development. Should the developer choose to pursue this option, he shall also be required to dedicate any easements necessary for the construction or use of a trail on the subject property.

3. In the event that trail has already been fully constructed within the buffer of the subject development, the requirement to construct a sidewalk or pay a fee for trail construction shall be waived.

G. Lighting. The outdoor light fixtures of all development within the Corridor shall be installed as follows:

1. Residential street lighting shall not exceed twenty-five (25) feet in height and shall be of a decorative design, complimenting and blending with the rural character of the Corridor.
2. Lights on poles and wall lights, including those located on houses, shall be cut-off fixtures.
3. No neon accenting or neon highlighting of any building shall be permitted.
4. Security lighting shall be equipped with motion sensors so that it is not continuously lit.
5. All light fixtures must be reviewed and approved for compliance with the Section by the Planning and Zoning Commission during preliminary subdivision review, if such review is otherwise required.

H. Signs.

1. All signs shall be coordinated with the height, size, materials and color of nearby buildings in order to provide a uniform appearance.
2. No internally illuminated, blinking, flashing or otherwise animated signs shall be permitted in the Corridor.
3. Light fixtures for externally illuminated signs shall be placed in burial vaults, hidden within a planter bed or otherwise screened so as not to create light spillage outside of the object to be illuminated.
4. No part of any ground sign or freestanding sign shall exceed twelve (12)

feet in height.

5. All sign supports shall be enclosed by a solid base which is at least two-thirds (2/3) the width of the sign. The finish on the base shall be coordinated with the building design, material and color of nearby buildings in order to provide a uniform appearance, provided however, that in no event shall the base be made of a metal or plastic finish. Acceptable base finishes. Include, but are not limited to, masonry, brick, split-face block, stucco or wood.

I. Building Height. No structure shall exceed thirty-five (35) feet in height.

J. Neighborhood parks.

1. Any development of more than ten (10) residential houses shall provide a neighborhood park within the development.
 - a. Said park shall include a combination of amenities from Group A, B, and C as set forth herein or such equivalent amenities as are approved by the City Commission:

Group A Structures	Group B Facilities	Group C Equipment
Clubhouse	Basketball Court	Picnic table/bench
Pavilion	Racquetball Court	Water fountain
Swimming Pool	Volleyball Court	Tot Lot/Play equipment
Gazebo	Tennis Court	Grill
Dock	Jogging Trail	

- b. Any such development of which more than fifty (50) percent of the lots are less than one-quarter (1/4) acre in size shall utilize at least seven and one-half (7.5) percent of the net buildable acreage as a neighborhood park. Said park shall include at least one Group A amenity, one Group B amenity and four group C amenities (of which only two amenities may be the same).
 - c. Any development of which more than fifty (50) percent of the lots are greater than one-quarter (1/4) acre in size shall utilize at least two and one-half (2.5) percent of the net buildable acreage for a neighborhood park. Said park shall include at least one Group B amenity and two different Group C amenities.

2. Neighborhood parks may include retention areas, lakes or wetlands. However, these areas shall not be calculated toward the size requirements for the park.
3. All neighborhood parks shall be maintained by the developer or the developer's homeowners association.
4. All neighborhood parks shall have adequate trash receptacles.
5. The neighborhood park design shall be reviewed and approved by the Planning and Zoning Commission during preliminary subdivision review for compliance with this Section. The location and final design of the neighborhood park shall be determined at the final engineering review.

K. Bus stops. Any development of more than twenty-five (25) lots shall provide a bus stop for the use of school children. The bus stop should be located and designed so that it provides traffic safety and protection from the elements. The location and design of such bus stop must be reviewed by the Planning and Zoning Commission for pedestrian and vehicular traffic safety and design in accordance with this Section during the preliminary site plan review.

L. Utilities.

1. All developments subject to this Section shall be required to provide central water and sewer services to all lots.
2. All new or relocated utility lines within the Corridor shall be installed underground, unless alternate approval is granted by the City Commission. The cost of installing such underground utilities shall be borne by the developer, unless such relocation of utility lines is caused by the expansion of a County road, in which case the County shall bear the cost of installation.

M. Residential transitions. Where a proposed development will consist of single family lots abutting a platted subdivision of single family lots of one (1) acre or larger, the lots of the proposed development shall maintain a minimum lot width of one hundred (100) feet and a minimum lot area of thirteen thousand five hundred (13,500) square feet.

N. Construction hours. Construction activities within the Corridor shall only be permitted between the hours of 7:00 AM and 9:00 PM, Monday through Saturday. The Development Review Manager may permit construction outside of these designated hours only where the subject construction involves road or utility work and expansion of construction hours will serve the public interest.